

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA
DOCKET NO. 2019-51-E**

IN RE:)	
Request of Eastover Solar LLC for)	REPLY TO COMPANY'S
Modification of an Interconnection)	RESPONSE TO REQUEST FOR
Agreement with South Carolina Electric)	MODIFICATION AND RESPONSE
& Gas Company)	TO MOTION TO MAINTAIN
)	STATUS QUO
)	

INTRODUCTION

Eastover Solar LLC, (hereinafter as, "Eastover Solar") filed a Request for Modification and Motion to Maintain Status Quo, with this Commission on January 24, 2019, in Docket 2019-51-E. South Carolina Electric & Gas, Company (hereinafter as, "Company"), filed a Response in Opposition to Request for Modification and Response in Opposition to Motion to Maintain Status Quo, with this Commission. A consent Motion to consolidate the above-referenced Docket with Docket 2018-401-E, is pending before this Commission. Eastover Solar's Reply follows.

REPLY

Eastover Solar's Motion to Maintain Status Quo.

Eastover Solar's filing of a Motion to Maintain Status Quo was timely filed and filed prior to the date that Milestone Payment #1 was due under the Interconnection Agreement between Eastover Solar and the Company, (hereinafter as, "IA"). The Company's Response ignores Eastover Solar's timely filing of a Motion and makes the remarkable statement that, despite Eastover Solar's timely filing of a Motion, "...the IA is terminated by its terms." (Page "2" in the Company's Response in Opposition to Motion to Maintain Status Quo).

The Company's Response invades the province of this Commission. The decision on whether or not the IA is terminated by its terms is a decision solely to be made by this Commission, and not the Company. The status quo protected by Eastover Solar's timely Motion, filed prior to the due date of Milestone Payment #1, under the IA, is that on January 24, 2019, the date of Eastover Solar's Motion, **no payment was due under the IA on January 24, 2019.** It is astonishing to read the Company's argument

that Eastover Solar's Motion is untimely, when it is uncontroverted that Eastover Solar's Motion was timely filed on January 24, 2019, **prior** to the January 29, 2019, due date in the IA.

Eastover Solar's right to maintain status quo, by timely Motion:

- Is an adjunct to the right granted to it by the Company in provision, "12.12", in the IA.;
- Is also an adjunct to that right granted to Eastover Solar under Section 58-27-980, S.C. Code Ann., (1976, as amended);
- Was filed in light of a stakeholder process to address solar developers' concerns about curtailment language, recently established. The stakeholder process is between the South Carolina Solar Business Alliance, Inc. and SCE&G and is to be facilitated by ORS. The stakeholder process is memorialized in a Settlement Agreement, dated November 30, 2018, between SCE&G, Dominion Energy, Inc. and South Carolina Solar Business Alliance, Inc., on page 6 in paragraph (3)(B)(i); and
- Is appropriate because the Company has admitted on page "5" of its Response in Opposition to Motion to Maintain Status Quo, "...a stakeholder group will discuss the adoption of clarifying curtailment protocols that are anticipated to be utilized in conjunction with existing IA language."

The Company's lengthy Response does not dispute Eastover Solar's contention that the curtailment language at issue, and used in the Company's current IAs, has not been approved by this Commission and the Company's use of protocols to effect the curtailment language, have not been approved by this Commission.

Based on the foregoing, it is appropriate for Eastover Solar to utilize a Motion to Maintain Status Quo to allow Eastover Solar (i) to take advantage of provision "12.12" of the Company's IA, **whereby the Company gives Eastover Solar a right to modification** (ii) to receive the benefit of this Commission's right of modification, pursuant to Section 58-27-980, S.C. Code Ann., (1976, as amended) (iii) the right to benefit from the stakeholder process, described in detail hereinabove and agreed to by the Company and (iv) is entitled to the benefit of this Commission's review, after the stakeholder process is completed, of the Company's curtailment language and the Company's protocols giving effect to the same.

Eastover Solar's Request for Modification.

Eastover Solar and the Company entered into an Agreement that contains a provision "12.12", which allows this Commission to hear and to review, **a unilateral request for modification**¹, when filed. Eastover Solar has filed a Request for Modification with this Commission, which should now be heard by this Commission. The Company's Response improperly attempts to usurp the authority of this Commission, by deciding that Eastover Solar's Request for Modification should not be heard by this Commission. In its Response, **the Company also takes the position that it can ignore a provision of an Agreement, to which it is a signatory.**

It is important to note that the Company's Response does not dispute Eastover Solar's contention that the IA executed between the Company and Eastover Solar on November 13, 2018, contained provision "12.12", the effect of which is described hereinabove.

CONCLUSION

WHEREFORE, based on the foregoing, this Commission should inquire of this matter, conduct a Hearing, and order the relief sought by Eastover Solar in its Request for Modification and Motion to Maintain Status Quo;

AND FOR SUCH OTHER AND FURTHER RELIEF AS THIS COMMISSION MAY DEEM JUST AND PROPER.

This 5th day of February, 2019.

[Signature Page Follows]

¹ As stated hereinabove, Eastover Solar also has an unquestioned right to request a modification from this Commission pursuant to the authority granted to this Commission under Section 58-27-980, S.C. Code Ann., (1976, as amended).

February 5, 2019
Columbia, South Carolina

Respectfully Submitted,
/s/Richard L. Whitt,

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